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8 RIVERSIDE

9 **UNITED STATES DISTRICT COURT**
10 **CENTRAL DISTRICT OF CALIFORNIA**

12 S.L. a minor by and through the Guardian
Ad Litem Kristine Llamas Leyva,
individually and as successor-in-interest to
13 JOHNNY RAY LLAMAS, deceased;
V.L., by and through the Guardian Ad
Litem Amber Sietsinger, individually and
14 as successor-in-interest to JOHNNY RAY
LLAMAS deceased; and CAROLYN
15 CAMPBELL, individually,
16 Plaintiffs,

17 VS.
18 COUNTY OF RIVERSIDE; and DOES
1-10, inclusive,
19 Defendants.

Case No.: 5:24-cv-00249-CAS-SP

**STIPULATED PROTECTIVE
ORDER RE CONFIDENTIAL
DOCUMENTS**

Action Filed: 02/01/2024

23 **1. A. PURPOSES AND LIMITATIONS**

24 Discovery in this action is likely to involve production of confidential,
proprietary, or private information for which special protection from public disclosure
25 and from use for any purpose other than prosecuting this litigation may be warranted.
26 Accordingly, the parties hereby stipulate to and petition the Court to enter the
27 following Stipulated Protective Order. The parties acknowledge that this Order does

1 not confer blanket protections on all disclosures or responses to discovery and that
2 the protection it affords from public disclosure and use extends only to the limited
3 information or items that are entitled to confidential treatment under the applicable
4 legal principles. The parties further acknowledge, as set forth in Section 12.3, below,
5 that this Stipulated Protective Order does not entitle them to file confidential
6 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be
7 followed and the standards that will be applied when a party seeks permission from
8 the court to file material under seal.

9 **B. GOOD CAUSE STATEMENT**

10 This action is likely to involve medical records, sensitive and confidential
11 documents related to a death, documents containing private information from third
12 parties, police investigation procedures and tactics, and other confidential and private
13 information for which special protection from public disclosure and from use for any
14 purpose other than prosecution of this action is warranted. Such confidential and
15 proprietary materials and information consist of, among other things, confidential
16 personal information of non-parties, private medical and autopsy records, internal
17 police reviews and procedures, and other confidential and sensitive information
18 otherwise generally unavailable to the public, or which may be privileged or otherwise
19 protected from disclosure under state or federal statutes, court rules, case decisions,
20 or common law. Defendants contend that there is good cause for a protective order to
21 maintain the confidentiality of peace officer personnel records. They emphasize that
22 releasing these records, which include internal analyses and legal communications,
23 could hinder law enforcement investigations.

24 Accordingly, to expedite the flow of information, to facilitate the prompt
25 resolution of disputes over confidentiality of discovery materials, to adequately
26 protect information the parties are entitled to keep confidential, to ensure that the
27 parties are permitted reasonable necessary uses of such material in preparation for and
28 in the conduct of trial, to address their handling at the end of the litigation, and serve

1 the ends of justice, a protective order for such information is justified in this matter.
2 It is the intent of the parties that information will not be designated as confidential for
3 tactical reasons and that nothing be so designated without a good faith belief that it
4 has been maintained in a confidential, non-public manner, and there is good cause
5 why it should not be part of the public record of this case.

6 **2. DEFINITIONS**

7 2.1 Action: this pending federal law suit.

8 2.2 Challenging Party: a Party or Non-Party that challenges the designation of
9 information or items under this Order.

10 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how
11 it is generated, stored or maintained) or tangible things that qualify for protection
12 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good
13 Cause Statement.

14 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
15 support staff).

16 2.5 Designating Party: a Party or Non-Party that designates information or
17 items that it produces in disclosures or in responses to discovery as
18 “CONFIDENTIAL.”

19 2.6 Disclosure or Discovery Material: all items or information, regardless of
20 the medium or manner in which it is generated, stored, or maintained (including,
21 among other things, testimony, transcripts, and tangible things), that are produced or
22 generated in disclosures or responses to discovery in this matter.

23 2.7 Expert: a person with specialized knowledge or experience in a matter
24 pertinent to the litigation who has been retained by a Party or its counsel to serve as
25 an expert witness or as a consultant in this Action.

26 2.8 House Counsel: attorneys who are employees of a party to this Action.
27 House Counsel does not include Outside Counsel of Record or any other outside
28 counsel.

1 2.9 Non-Party: any natural person, partnership, corporation, association, or
2 other legal entity not named as a Party to this action.

3 2.10 Outside Counsel of Record: attorneys who are not employees of a party to
4 this Action but are retained to represent or advise a party to this Action and have
5 appeared in this Action on behalf of that party or are affiliated with a law firm which
6 has appeared on behalf of that party, and includes support staff.

7 2.11 Party: any party to this Action, including all of its officers, directors,
8 employees, consultants, retained experts, and Outside Counsel of Record (and their
9 support staffs).

10 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
11 Discovery Material in this Action.

12 2.13 Professional Vendors: persons or entities that provide litigation support
13 services (e.g., photocopying, videotaping, translating, preparing exhibits or
14 demonstrations, and organizing, storing, or retrieving data in any form or medium)
15 and their employees and subcontractors.

16 2.14 Protected Material: any Disclosure or Discovery Material that is
17 designated as “CONFIDENTIAL.”

18 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
19 from a Producing Party.

20 **3. SCOPE**

21 The protections conferred by this Stipulation and its associated Order cover not
22 only Protected Material/Confidential Documents (as defined above), but also (1) any
23 information copied or extracted from Protected Material; (2) all copies, excerpts,
24 summaries, or compilations of Protected Material; and (3) any testimony,
25 conversations, or presentations by Parties or their Counsel that might reveal Protected
26 Material. However, the protections conferred by this Stipulation and its associated
27 Order do *not* cover the following information: (a) any information that is in the public
28 domain at the time of disclosure to a Receiving Party or becomes part of the public

1 domain after its disclosure to a Receiving Party as a result of publication not involving
2 a violation of this Order, including becoming part of the public record through trial or
3 otherwise; and (b) any information known to the Receiving Party prior to the
4 disclosure or obtained by the Receiving Party after the disclosure from a source who
5 obtained the information lawfully and under no obligation of confidentiality to the
6 Designating Party.

7 Any use of Protected Material at trial shall be governed by the orders of the
8 trial judge. This Order does not govern the use of Protected Material at trial.

9 **4. DURATION**

10 Even after final disposition of this litigation, the confidentiality obligations
11 imposed by this Order shall remain in effect until a Designating Party agrees
12 otherwise in writing, until a court order otherwise directs, or until a given piece of
13 information or material designated as “CONFIDENTIAL” is admitted into evidence
14 at trial. Final disposition shall be deemed to be the later of (1) dismissal of all claims
15 and defenses in this action, with or without prejudice; and (2) final judgment herein
16 after the completion and exhaustion of all appeals, rehearings, remands, trials, or
17 reviews of this action, including the time limits for filing any motions or applications
18 for extension of time pursuant to applicable law.

19 **5. DESIGNATION OF PROTECTED MATERIAL**

20 **5.1. Exercise of Restraint and Care in Designating Material for Protection.**

21 Each Party or non-party that designates information or items for protection
22 under this Stipulation and its associated Order must take care to limit any such
23 designation to specific material that qualifies under the appropriate standards. A
24 Designating Party must take care to designate for protection only those parts of
25 material, documents, items, or oral or written communications that qualify – so that
26 other portions of the material, documents, items or communications for which
27 protection is not warranted are not swept unjustifiably within the ambit of this Order.

28 Mass, indiscriminate, or routine designations are prohibited. Designations that

1 are shown to be clearly unjustified, or that have been made for an improper purpose
2 (e.g., to unnecessarily encumber or retard the case development process, or to impose
3 unnecessary expenses and burdens on other parties), expose the Designating Party to
4 sanctions.

5 If it comes to a Designating Party's attention that information or items that it
6 designated for protection do not qualify for protection, that Designating Party must
7 promptly notify all other Parties that it is withdrawing the inapplicable designation.

8 5.2. Manner and Timing of Designations. Except as otherwise provided in
9 this Order, or as otherwise stipulated or ordered, material that qualifies for protection
10 under this Order must be clearly so designated before the material is disclosed or
11 produced.

12 Designation in conformity with this Order requires:

13 (a) for information in documentary form (apart from transcripts of
14 depositions or other pretrial or trial proceedings, and regardless of whether produced
15 in hardcopy or electronic form), that the Producing Party affix the legend
16 “CONFIDENTIAL: THESE DOCUMENTS ARE SUBJECT TO THE TERMS AND
17 CONDITIONS OF A PROTECTIVE ORDER, Case No. 5:23-cv-01825-WLH-SHK”
18 to each page that contains Protected Material. If only a portion or portions of the
19 material on a page qualifies for protection, the Producing Party also must clearly
20 identify the protected portion(s) (e.g., by making appropriate markings in the margins)
21 and must specify, for each portion that it is “CONFIDENTIAL.” The placement of
22 such “CONFIDENTIAL” stamp on such page(s) shall not obstruct the substance of
23 the page’s (or pages’) text or content and shall be in the margin of the document
24 whenever possible.

25 A Party or Non-Party that makes original documents or materials available for
26 inspection need not designate them for protection until after the inspecting Party has
27 indicated which material it would like copied and produced. During the inspection
28 and before the designation, all of the material made available for inspection shall be

1 deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents
2 it wants copied and produced, the Producing Party must determine which documents,
3 or portions thereof, qualify for protection under this Order. Then, before producing
4 the specified documents, the Producing Party must affix the “CONFIDENTIAL”
5 legend to each page that contains Protected Material. If only a portion or portions of
6 the material on a page qualifies for protection, the Producing Party also must clearly
7 identify the protected portion(s) (e.g., by making appropriate markings in the
8 margins).

9 (b) for testimony given in depositions that the Designating Party identify the
10 Disclosure or Discovery Material on the record, before the close of the deposition all
11 protected testimony.

12 (c) for information produced in some form other than documentary, and for
13 any other tangible items (including but not limited to information produced on disc or
14 electronic data storage device), that the Producing Party affix in a prominent place on
15 the exterior of the container or containers in which the information or item is stored
16 the legend “CONFIDENTIAL.” If only portions of the information or item warrant
17 protection, the Producing Party, to the extent practicable, shall identify the protected
18 portions, specifying the material as “CONFIDENTIAL.”

19 5.3. Inadvertent Failures to Designate. If timely corrected (preferably,
20 though not necessarily, within 30 days of production or disclosure of such material),
21 an inadvertent failure to designate qualified information or items as
22 “CONFIDENTIAL” does not, standing alone, waive the Designating Party’s right to
23 secure protection under this Stipulation and its associated Order for such material.

24 If material is appropriately designated as “CONFIDENTIAL” *after* the material
25 was initially produced, the Receiving Party, on timely notification of the designation,
26 must make reasonable efforts to assure that the material is treated in accordance with
27 this Stipulation and its associated Order.

1 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS.**

2 6.1. Timing of Challenges. Any Party or Non-Party may challenge a
3 designation of confidentiality at any time that is consistent with the Court's
4 Scheduling Order.

5 6.2. Meet and Confer. The Challenging Party shall initiate the dispute
6 resolution process under Local Rule 37.1 *et seq.*

7 6.3. The burden of persuasion in any such challenge proceeding shall be on
8 the Designating Party. Frivolous challenges, and those made for an improper purpose
9 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
10 expose the Challenging Party to sanctions. Unless the Designating Party has waived
11 or withdrawn the confidentiality designation, all parties shall continue to afford the
12 material in question the level of protection to which it is entitled under the Producing
13 Party's designation until the Court rules on the challenge.

14 **7. ACCESS TO AND USE OF PROTECTED MATERIAL.**

15 7.1. Basic Principles. A Receiving Party may use Protected Material that is
16 disclosed or produced by another Party or by a non-party in connection with this case
17 only for preparing, prosecuting, defending, or attempting to settle this litigation – up
18 to and including final disposition of the above-entitled action – and not for any other
19 purpose, including any other litigation or dispute outside the scope of this action.
20 Such Protected Material may be disclosed only to the categories of persons and under
21 the conditions described in this Stipulation and its associated Order. When the above
22 entitled litigation has been terminated, a Receiving Party must comply with the
23 provisions of section 13, below (FINAL DISPOSITION).

24 Protected Material must be stored and maintained by a Receiving Party at a
25 location and in a secure manner that ensures that access is limited to the persons
26 authorized under this Stipulation and its Order.

27 7.2. Disclosure of “CONFIDENTIAL” Information or Items. Unless
28 otherwise ordered by the Court or permitted in writing by the Designating Party, a

1 Receiving Party may disclose any information or item designated CONFIDENTIAL
2 only to:

3 (a) the Receiving Party's Outside Counsel of record in this action, as well
4 as employees of such Counsel to whom it is reasonably necessary to disclose the
5 information for this litigation;

6 (b) the officers, directors, and employees (including House Counsel) of the
7 Receiving Party to whom disclosure is reasonably necessary for this litigation – each
8 of whom, by accepting receipt of such Protected Material, thereby agree to be bound
9 by this Stipulation and Order;

10 (c) Experts (as defined in this Stipulation and Order) of the Receiving Party
11 to whom disclosure is reasonably necessary for this litigation – each of whom, by
12 accepting receipt of such Protected Material, thereby agree to be bound by this
13 Stipulation and Order;

14 (d) the court and its personnel;

15 (e) court reporters and their staff;

16 (f) professional jury or trial consultants, mock jurors, and Professional
17 Vendors to whom disclosure is reasonably necessary for this Action and who have
18 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

19 (g) the author or custodian of a document containing the information that
20 constitutes Protected Material, or other person who otherwise possessed or knew the
21 information;

22 (h) during their depositions, witnesses in the action to whom disclosure is
23 reasonably necessary – each of whom, by accepting receipt of such Protected
24 Material, thereby agree to be bound by this Stipulation and Order. Pages of
25 transcribed deposition testimony or exhibits to depositions that reveal Protected
26 Material must have a confidential designation affixed by the court reporter to such
27 pages containing Protected Material and such may not be disclosed to anyone except
28 as permitted under this Stipulation and its Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

**8. PROTECTED MATERIAL SUBPOENAED OR ORDERED
PRODUCED IN OTHER LITIGATION.**

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this action as "CONFIDENTIAL," that Party must:

(a) promptly notify in writing the Designating Party, preferably (though not necessarily) by facsimile or electronic mail. Such notification shall include a copy of the subpoena or court order at issue;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Stipulation and its Protective Order. Such notification shall include a copy of this Stipulation and its Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by all sides in any such situation, while adhering to the terms of this Stipulation and its Order.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material – and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this action to disobey a lawful directive from another court.

The purpose of this section is to ensure that the affected Party has a meaningful opportunity to preserve its confidentiality interests in the court from which the

1 subpoena or court order issued.

2 **9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
PRODUCED IN THIS LITIGATION**

3 (a) The terms of this Order are applicable to information produced by a Non-
4 Party in this Action and designated as "CONFIDENTIAL." Such information
5 produced by Non-Parties in connection with this litigation is protected by the
6 remedies and relief provided by this Order. Nothing in these provisions should be
7 construed as prohibiting a Non-Party from seeking additional protections.
8

9 (b) In the event that a Party is required, by a valid discovery request, to
10 produce a Non-Party's confidential information in its possession, and the Party is
11 subject to an agreement with the Non-Party not to produce the Non-Party's
12 confidential information, then the Party shall:
13

14 (1) promptly notify in writing the Requesting Party and the Non-Party
15 that some or all of the information requested is subject to a
16 confidentiality agreement with a Non-Party;
17

18 (2) promptly provide the Non-Party with a copy of the Stipulated
19 Protective Order in this Action, the relevant discovery request(s),
20 and a reasonably specific description of the information requested;
21 and
22

23 (3) make the information requested available for inspection by the
24 Non-Party, if requested.
25

26 (c) If the Non-Party fails to seek a protective order from this court within 14
27 days of receiving the notice and accompanying information, the Receiving Party may
28 produce the Non-Party's confidential information responsive to the discovery request.
If the Non-Party timely seeks a protective order, the Receiving Party shall not produce
any information in its possession or control that is subject to the confidentiality
agreement with the Non-Party before a determination by the court. Absent a court
order to the contrary, the Non-Party shall bear the burden and expense of seeking
29

1 protection in this court of its Protected Material.

2 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL.**

3 **9.1. Unauthorized Disclosure of Protected Material.**

4 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
5 Protected Material to any person or in any circumstance not authorized under this
6 Stipulation and Order, the Receiving Party must immediately:

7 (a) notify in writing the Designating Party of the unauthorized disclosures;

8 (b) use its best efforts to retrieve all copies of the Protected Material;

9 (c) inform the person or persons to whom unauthorized disclosures were made
10 of all the terms of this Order; and

11 (d) request such person or persons consent to be bound by the Stipulation and
12 Order.

13 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
14 PROTECTED MATERIAL.**

15 When a Producing Party gives notice to Receiving Parties that certain
16 inadvertently produced material is subject to a claim of privilege or other protection,
17 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
18 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
19 may be established in an e-discovery order that provides for production without prior
20 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
21 parties reach an agreement on the effect of disclosure of a communication or
22 information covered by the attorney-client privilege or work product protection, the
23 parties may incorporate their agreement in the stipulated protective order submitted
24 to the court.

25 **12. MISCELLANEOUS**

26 **12.1 Right to Further Relief.** Nothing in this Order abridges the right of any
27 person to seek its modification by the Court in the future.

28 **12.2 Right to Assert Other Objections.** By stipulating to the entry of this

1 Protective Order no Party waives any right it otherwise would have to object to
2 disclosing or producing any information or item on any ground not addressed in this
3 Stipulated Protective Order. Similarly, no Party waives any right to object on any
4 ground to use in evidence of any of the material covered by this Protective Order.

5 12.3 Filing Protected Material. A Party that seeks to file under seal any
6 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
7 only be filed under seal pursuant to a court order authorizing the sealing of the specific
8 Protected Material at issue. If a Party's request to file Protected Material under seal is
9 denied by the court, then the Receiving Party may file the information in the public
10 record unless otherwise instructed by the court.

11 **13. FINAL DISPOSITION.**

12 After the final disposition of this Action, as defined in paragraph 4, within 60
13 days of a written request by the Designating Party, each Receiving Party must return
14 all Protected Material to the Producing Party or destroy such material. As used in this
15 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
16 summaries, and any other format reproducing or capturing any of the Protected
17 Material. Whether the Protected Material is returned or destroyed, the Receiving Party
18 must submit a written certification to the Producing Party (and, if not the same person
19 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by
20 category, where appropriate) all the Protected Material that was returned or destroyed
21 and (2) affirms that the Receiving Party has not retained any copies, abstracts,
22 compilations, summaries or any other format reproducing or capturing any of the
23 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an
24 archival copy of all pleadings, motion papers, trial, deposition, and hearing
25 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
26 reports, attorney work product, and consultant and expert work product, even if such
27 materials contain Protected Material. Any such archival copies that contain or
28 constitute Protected Material remain subject to this Protective Order as set forth in

1 Section 4 (DURATION).

2 14. Any violation of this Order may be punished by any and all appropriate
3 measures including, without limitation, contempt proceedings and/or monetary
4 sanctions.

5 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

6
7
8 DATED: April 16, 2024

MANNING & KASS
ELLROD, RAMIREZ, TRESTER LLP

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10
11 By: /s/ Kayleigh A. Andersen
12 Eugene P. Ramirez
13 Lynn L. Carpenter
14 Kayleigh Andersen
15 Attorneys for Defendant, COUNTY OF
RIVERSIDE

16 DATED: April 16, 2024

LAW OFFICES OF DALE K. GALIPO

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19 By: /s/ Shannon Leap
20 Dale K. Galipo
21 Shannon Leap
22 Attorneys for Plaintiff, V.L.

23 DATED: April 16, 2024

MARDIROSSIAN AKARAGIAN, LLP

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25
26 By: /s/ Lawrence Marks
27 Garo Mardirossian
Lawrence D. Marks
28 Attorneys for Plaintiffs, S.L. and
CAROLYN CAMPBELL

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on _____ [date] in the case of **S.L., et al. v. County of Riverside, et al., Case No. 5:24-cv-00249-CAS-SP**. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

14 I further agree to submit to the jurisdiction of the United States District Court
15 for the Central District of California for the purpose of enforcing the terms of this
16 Stipulated Protective Order, even if such enforcement proceedings occur after
17 termination of this action. I hereby appoint _____ [print
18 or type full name] of _____ [print or type
19 full address and telephone number] as my California agent for service of process
20 in connection with this action or any proceedings related to enforcement of this
21 Stipulated Protective Order.

22 Date: _____

23 | City and State where sworn and signed:

24 Printed name:

25 | Signature:

1 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.
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3 DATED: April 24, 2024
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6 HON. SHERI PYM
7 United States Magistrate Judge
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MK MANNING | KASS